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Current Topics.

Who are You?

A CASE before MCCARDIE, J., turned on the question whether the accused persons were brother and sister, and evidence was given by one who knew them that he always regarded them as such. Counsel for the defence submitted that, since he had no direct proof, this testimony must be regarded as hearsay, and rejected. The judge is reported to have replied that such a ruling would destroy all the laws of evidence, and would mean that a man could not know his mother because he could not remember his birth, nor could a father prove a child as his own unless present at the birth. A cynic might perhaps add that even that was by no means conclusive. On the main point of identity, however, the law effectively protects the orphan. No doubt the best evidence of the identity of a particular individual with a person named on a birth certificate is that of his mother, though Lady TICHBORNE'S testimony that ARTHUR ORTON was her long-lost son was rejected nearly sixty years ago, no doubt rightly so. A father, even if present at the birth, which is usually forbidden by doctors, might not be able to detect a changeling. In fact, however, the testimony neither of father nor mother is necessary, for, in matters of pedigree, hearsay evidence of repute is admissible, as clearly laid down in *The Berkeley Peerage Case* (1811), 4 Camp, 411. In *Kidney* v. *Cockburn* (1831), 2 Russ. & M. 167, statements contained in monumental inscriptions and hearsay declarations by a deceased relative were held competent evidence to prove the respective ages of the persons to whom they referred, as well as the fact of their relationship to each other. *Re Thompson* (1887), 12 P.D. 100, appears to have been an extreme case, for not only the identity but the existence of an unknown and probably unchristened infant was proved in this way. In *Cook* v. *Ward* (1830), 4 Moo. & P. 99, a libel action, it was held that proof that a plaintiff was held to ridicule at a public meeting identified him with the victim of a libel. With such evidence available, the ordinary citizen, even if long past the prime of life, should have no reasonable difficulty in establishing his identity with the person named on his birth certificate. His difficulty comes when, as a long-lost heir, he seeks to establish a claim to an ancestor's land or fortune, and has to produce, not a single link, but an unbreakable chain of such evidence.

Unemployment Grants Committee and Income Tax.

THE JUDGMENT of the Court of Appeal in *Seaham Harbour Dock Company* v. *Crook* (*Inspector of Taxes*) (*The Times*, 28th October), which, reversing a decision of Mr. Justice ROWLATT and a finding of the General Commissioners, indicates that sums provided by the Unemployment Grants Committee to expedite works in connexion with the extension of the company's docks were "capital" and not "income" for tax purposes, removes an undoubted anomaly. The learned judge whose decision was reversed was clearly conscious of the difficulty as the following excerpt from his judgment (46 T.L.R. 397) shows: "Looking at that clause [of the Act authorising the grant], one could not help feeling that it rather seemed to contemplate the handing over of public money to be expended for capital expenditure, and by way of capital, for paying labour employed on permanent works. And it seemed odd to find that it should be paid in a form not to be expended as to 20s. in the £ in wages, etc., but in a form which, as to 4s. in the £, would enrich that department of the Government which collected income tax." Perhaps the case would never have arisen if the *quantum* of the grant had not been made determinable with reference to interest which the company had to discharge upon loans raised to carry out the contemplated extension of their docks. The grant sanctioned by the committee was expressed to be "equivalent to half the interest at a rate not exceeding an average of 5½ per cent. per annum on approved expenditure met out of loans (not exceeding £152,000) for a period of two years from the date or dates on which the payments are made." The Court of Appeal looked to the substance of the matter and held that the grant was of a capital sum intended to facilitate capital outlay upon dock extension. The method by which the amount to be provided was ascertainable was irrelevant and incapable of changing a payment essentially of capital to one of income. Contribution towards the expense of the proposed works could hardly be said to be made in respect of the company's trade and there were no "profits" justifying the imposition of tax under Scheds. A and D to which the grant, when made, could be allocated.

Judicial Separation and Divorce.

THE POSITION when a woman, entitled on the evidence before the court to a divorce, asks only for a judicial separation, was again considered before Mr. Justice BATESON recently (*Ward* v. *Ward*, 27th November). The petitioner in the case, who sought judicial separation on the ground of her husband's alleged adultery, was stated by her counsel to be a lady of very strong religious views with regard to divorce. The judge asked whether she was entitled to ask for what remedy she liked, or was the court justified in saying that the remedy in that case was dissolution and not separation? The law, replied counsel, was that a person might ask for a judicial separation on the ground of cruelty, desertion or adultery, and he did not think that the court had a discretion to refuse. Dealing with this point in his judgment, his lordship said: "As she asks for a judicial separation, though she is entitled to a divorce, I cannot say that I can force her in any way. She says that she has got religious reasons, and reasons in connexion with her husband; she says that she does not think it right that he should be free to treat any other woman as he has treated her. She is entitled to a judicial separation, and if

she chooses to leave her husband to live a life of adultery, as he may do, and if she can reconcile that with her conscience, it is not for me to say that she is wrong, no matter what I may think myself." Mr. Justice HILL was known to have had very strong views on this matter which received full and careful consideration in *Blanchard* v. *Blanchard* (44 T.L.R. 313). Sometimes, said Mr. Justice HILL, in that case, a woman sought judicial separation from a religious conviction, and "such a conviction, conscientiously held, I am bound to respect." Occasionally ignorance of the law may be the reason, there being, in many cases, a mistaken impression that a divorced woman cannot obtain maintenance from her husband. Of course, in fact, the powers of the court in regard to maintenance are greater upon a decree of dissolution than upon a decree of judicial separation. Perhaps, too, a woman may sometimes prefer a judicial separation in the hope that her wayward husband may one day return to her. In some cases, however, as Mr. Justice HILL pointed out, the motive is much less worthy, namely, the desire to punish the husband by making it impossible for him to marry anyone else during the wife's lifetime, and also to punish the other woman in the case by making it equally impossible for her to marry him. "With that desire," said his lordship, "so wanting in charity and, it may be, so cruel in its effects, there can be no sympathy," and he thought it shocking that it might depend upon the woman's caprice to inflict so heavy a punishment upon the husband. A similar view appears to have been held by Sir F. JEUNE, who, in 1901, said that it was a terrible thing that people should be going about the world, neither married nor unmarried, possibly liable to contract fresh illegal matrimony, and certainly exposed to temptation to commit adultery. Lastly, the Divorce Commission stressed that where there was ground for divorce, the remedy claimed was not one which concerned the party alone, but also the children, the State, and the interests of morality.

Vain Repetitions.

EVERY NOW and again the complaint is heard that trials are in these days unduly protracted, and various reasons are assigned for this. One of these, which seems to find favour with some members of the bench, is the undue pertinacity of counsel who, it is said, are often inclined to keep up the argument long after it is seen to be hopeless. Quite recently, one of the Lords Justices began his judgment with the remark that certain counsel appear to labour under the delusion that the court is unable to appreciate an argument unless it has been repeated at least six times, and, unfortunately, the repetition may well be called vain, inasmuch as it is phrased in precisely the same words, hence the irritation of the Bench. The art of advocacy has been explained as repeating the same thing in different words; in the case of some it is mistakenly supposed to consist in saying the same thing over and over again in the same words. But it must in fairness be recognised that longwindedness is no invention of modern days. It has always flourished luxuriantly and in all likelihood will continue to flourish. Lord ELLENBOROUGH, the great but occasionally irascible Chief Justice, suffered under it, and once, when very weary, remarked that: "We sit here not to court argument but to endure it." Happily, most counsel are perspicacious enough to realise when their argument is making no headway, and therefore, that it is futile to persist with it. A few, unfortunately, become so obsessed with what they consider the righteousness of their case that they altogether fail to see that they are merely wasting the time of the court and antagonising the judge.

The Lorang Case.

FRANCIS LORANG, the managing director of the group of Blue Bird companies, in respect of which he was charged with having fraudulently converted to his own use some £317,000 of the companies' money, and with having knowingly issued a false statutory report of the Blue Bird Petrol Company with the object of deceiving or defrauding the shareholders or creditors of the company, was found guilty at the Central Criminal Court on the 25th November on all the thirty-four counts in the indictment and was sentenced to seven years' penal servitude. The accused's defence, that he had in fact received into his private banking account all the moneys in respect of which he was charged, but that he had paid out more than that amount for the companies' purposes and with the knowledge and consent of his co-directors, disclosed the fact that some of the money he had paid out had been used for purchasing the company's own shares. To take an illustration: where the share issue in the case of one company was not to go to allotment until about £80,000 had been subscribed, and only £29,000 was received from the public, Mr. LORANG then said that the company advanced the money to him to purchase the balance of the issue not taken up by the public. In some other cases, money paid into the defendant's banking account was used by him to buy shares in some of the companies in order to support the market and keep the shares of those companies at or about par. This question of a company buying its own shares frequently led Mr. Justice SWIFT to point out the illegality of such a transaction. "The company could no more buy its own shares," he protested, "than a dog could live by eating its own tail," and in summing up he declared again that nothing was more certain than that a company could not buy its own shares, either directly or indirectly. From one of the companies, the Oil Importers Company, it was said by the prosecution that he had received £88,425. Mr. LORANG replied that the true state of affairs was that far from him owing that company that amount, the company owed him about £56,541. He admitted, however, that to anyone going through the company's books without his assistance it would appear as if he did owe the £88,425, but he alleged that when he went through the books and went into the matter he found that there were a great many items charged to him which ought not to have been so charged, and that he had not received credit for some items he had paid. The jury chose the prosecution's story. With regard to the statutory report of the Blue Bird Petrol Company, the most interesting feature was the inclusion of certain words to the effect that some £30,000 had been repaid to that company after the 6th April, 1929, the date up to which receipts and payments appended to the report were made up. It was subsequently admitted by Mr. LORANG that that £30,000 had not been repaid as alleged. The statement that the money had been repaid was not in the report when the auditors appended their names, said the judge, it came in after, and was absolutely untrue. "Commercial life in this city," said Mr. Justice SWIFT, in passing sentence, "or in any community, could not continue if men like you were allowed to do the acts which you have been proved to have done and to go unpunished."

Monetary Advances to Lorry Drivers.

IN THE recent case of *Lenner Limited* v. *Gordon Goldie and Co.*, at Leeds County Court, the claim was for £2 arising out of the custom of advancing money to transport workers. The plaintiffs contended that (1) the custom only applied in the case of drivers carrying a consignment for the advancers; (2) the particular driver was not an employee of the plaintiffs, but an independent contractor whom they occasionally hired; (3) the defendants should have satisfied themselves of his status before making the advance. The defendants' case was that (1) they had been given credit for an advance of £1 in August, the inference being that (in settling their account) they were entitled to deduct the second advance; (2) as agents they had implied authority to comply with any reasonable trade usage in the ordinary course of business. Mr. Registrar PULLAN gave judgment for the defendants, with costs. It is to be noted that an agent, in the execution of his express authority, has implied authority to act according to the usage of the particular business, the question whether any usage is reasonable being one of law.

A Criminal Appeal Court for Northern Ireland.

A COURT of Criminal Appeal has recently been provided by statute for Northern Ireland, so that persons tried and convicted on indictment in that province, who are sentenced after the 31st March, 1931, will have a right to appeal, subject to certain conditions, against conviction or sentence.

The system of criminal appeals has developed slowly in the various parts of the United Kingdom. Up to the year 1848—in England, and, probably, in Ireland—it was the practice, if any question of law which would not appear on the record arose at a criminal trial at the assizes, for the judge who tried the case to state the point for the opinion of all the judges, by whom it was afterwards considered and determined, no reasons for the determination being given. If the judges thought that the conviction was wrong, the person convicted was pardoned. *There was no mode of reserving cases which arose at the quarter sessions.* By the Crown Cases Act, 1848, in England and Ireland, a court of oyer and terminer, gaol delivery *or quarter sessions* was empowered to reserve a question of law arising at a trial and to state it in the form of a special case for the consideration of the judges, and in the meantime to postpone judgment or respite the execution of it. In England the jurisdiction arising under the Act of 1848 in relation to these questions of law was exercised by the judges of the High Court from the year 1873 until the passing of the Criminal Appeal Act of 1907, by which statute it was vested in the Court of Criminal Appeal. In Ireland a similar transfer of jurisdiction to the High Court judges was made, and, more recently, there was a further transfer as respects Northern Ireland, where—until the new Criminal Appeal Act comes into force, the Court of Appeal is the Court for Crown Cases Reserved. The new Act, however, makes a departure from the English Act of 1907, insomuch as it repeals the Crown Cases Act in its entirety, leaving questions of law to come before the Court of Criminal Appeal on an appeal from a convicted person, and not upon the initiative of the court of trial. It is understood that in England, since 1907, very few cases have been reserved under the 1848 Act for the consideration of the Criminal Appeal Court. In Scotland, criminal appeals are now governed by an Act of 1926.

The Northern Ireland Act follows the English system, in giving to the Minister of Home Affairs very extensive powers of referring cases to the Criminal Appeal Court, upon his consideration of petitions for the exercise of the prerogative of mercy. The Minister may at any time refer a case to the court, not merely where there is no appeal, but even simultaneously with an application for leave to appeal, subsequently to the dismissal of an application for leave to appeal, or after an appeal has actually been heard and dismissed. This power of reference will be exercisable as regards persons sentenced before the 31st March next, as well as after that date; in this respect the Scottish amending statute of 1927, which enabled the *Beck* case to be referred to the Criminal Appeal Court set up by the 1926 Act, has been followed in Northern Ireland.

The decisions of the Criminal Appeal Court for Northern Ireland are to be final, except that either the prosecutor or the defendant may take a further appeal to the House of Lords, in a case where the Attorney-General for Northern Ireland certifies that "the decision of the Court involves a point of law of exceptional public importance." An application for this certificate must be made within seven days from the giving of the decision of the Court.

It was no easy matter to devise the constitution of a Criminal Appeal Court formed solely of judges of the Supreme Court of Northern Ireland, whose entire strength is five. In England the Act as originally passed designated the Lord Chief Justice and eight judges of the King's Bench as the full court, and not less than three was to be the minimum for the constitution of a court; in the following year all the King's Bench judges became judges of the Criminal Appeal Court. In Scotland the court consists of the High Court of Justiciary. The Northern Ireland Act disposes of the five judges in an ingenious manner. All the judges (whether Court of Appeal or High Court) are made judges of the Court of Criminal Appeal. In general, the court, for the purpose of hearing and determining criminal appeals, or any matter preliminary or incidental to an appeal, is to be duly constituted if it consists either of two or of three judges. But a preliminary or incidental matter may be heard by a single judge with an appeal to the court. Further, where an appeal or matter is heard by two judges, and those two differ in opinion, it is to be re-heard by three judges, and in that case the opinion of the majority of the three judges is to determine the appeal or matter.

In obtaining this statute, Northern Ireland has given a further instance of her desire to assimilate her criminal law with that of England—having already in 1923 passed legislation enabling accused persons to give evidence, as was allowed by the law in England since 1898. The latest step will be generally admitted to be in the right direction. As was remarked in THE SOLICITORS' JOURNAL ("Facilities for Appeal," 11th October, 1930): "It has often been said that summings-up have distinctly improved since the Court of Criminal Appeal came into existence." The Lord Chancellor, when explaining the Bill for Northern Ireland in the House of Lords, said, as regards the English Act of 1907: "As a result of twenty years experience of that Act I think it may be said that it has really fulfilled a great public need. Whether that was so or not, in 1926 Scotland was very anxious to have a similar Appeal Court."

The Criminal Appeal (Northern Ireland) Act, 1930, was passed by the Parliament of the United Kingdom at Westminster. Under the Constitution of Northern Ireland, her own Parliament has not jurisdiction to deal with "matters relating to the Supreme Court." The system of criminal appeals described above involves the employment of the judges and machinery of the Supreme Court, and, in the case of trials at Assizes, an appeal from one judge of the Supreme Court to another or others. To have left the Parliament of Northern Ireland to deal with appeals from Quarter Sessions would have resulted in overlapping or confusion of statutes, and thus this branch of appeals is comprised in the Westminster Act. "Your lordships may ask," said Lord SANKEY "Why does Northern Ireland not pass the Bill itself? The answer is that this is one of the reserved subjects under the Act setting up the Northern Ireland Parliament, and an Act for this purpose has to be passed here and not in Northern Ireland. The Government of Northern Ireland have requested the Government here to introduce legislation for this purpose. We are assured that all parties in the Parliament of Northern Ireland desire this Bill, and it has been drafted in consultation with the authorities there and with the Chief Justice of Northern Ireland . . . The position is that a similar Act has worked well in England, Scotland has followed the example of England, and now Northern Ireland desires to have an Act and would no doubt pass it in its own Parliament if it had the power to do so."

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Hall, on Tuesday, 16th instant (Chairman, Mr. Herbert Shanly), the subject for debate was—"That this house is in favour of the taxation of site values." Mr. V. R. Aronson opened in the affirmative; Mr. J. M. Buckley opened in the negative. The following members also spoke: Messrs. H. J. Baxter, Gerald Thesiger, M. C. Batten, Malcolm Slowe, W. M. Pleadwell, A. L. Ungoed-Thomas, V. Foden-Pattinson, I. T. Smith (visitor), C. F. S. Spurrell, J. C. Christian-Edwards, and E. G. M. Fletcher. The opener having replied, the motion was lost by three votes.

Company Law and Practice.

LVII.

FORFEITURE OF SHARES.—I.

A FORFEITURE of shares involves a reduction of capital, and is therefore *prima facie* invalid without the sanction of the court; a certain limited right of forfeiture without the necessity of application to the court has, however, always been allowed, and is indeed recognised, if not expressly authorised, by statute.

Table A, in Arts. 23 to 29, contains provisions as to forfeiture, and reference is also made in the Companies Act, 1929, s. 108 (3) (*i*) to forfeiture: this section, which is dealing with the annual return, requires that it shall specify (*inter alia*) the total number of shares forfeited.

In *Hopkinson* v. *Mortimer Harley & Co. Ltd.* [1917] 1 Ch. 646, the Articles of Association of the defendant company provided that it should have a lien upon all shares registered in the name of each member for the debts, liabilities and engagements of each member; and also that the board might, by resolution to that effect, forfeit the shares subject to such lien. The plaintiff was the holder of certain shares in the defendant company, and he contended that the power of forfeiture for debts other than those due from him as contributory was illegal. He also contended that the power to forfeit, on failure to redeem on seven days' notice, was a clog on the equity of redemption subsisting in his shares subject to the lien; and though it is unnecessary to pursue this further here, it was held that it was such a clog, and was therefore illegal.

This case is not perhaps one which lays down any principle, for the principles dealing with forfeiture were already well established, but it is nevertheless an extremely useful decision as giving a starting point for a study of the question of forfeiture generally, and it will repay anyone who is sufficiently interested to read the judgment of EVE, J., with attention. It is not easy to quote without in some sense destroying the effect which is obtained from the continuity of the judgment, but there are one or two passages which deal with the general principle in such a way as to be capable of reproduction without destroying their value.

"It is true," said the learned judge, at p. 653, "that the assumption and exercise of a power of forfeiture by a joint stock company has long been recognized as reasonable, and, indeed, in some circumstances as almost necessary, and that the reduction brought about by the exercise of such a power is not inconsistent with the implied statutory prohibition against the reduction of capital. It is to be presumed . . . that the Legislature . . . appreciated that a right of forfeiture or non-payment of calls and contributions has long been recognized as the only effective way of preventing co-adventurers from making default in performing their engagements; but I do not think it follows from anything to be found in the Act or in any reported case, that the reduction of capital brought about by means of forfeiture for non-payment of debts due from a member generally, as distinct from debts due from him as a contributory, is legalised without being sanctioned by the court."

The judgment then proceeds to point out that, even if the forfeiture is made without making a set-off of the value of the shares against the debt, it is a reduction of capital to the extent of the amount paid up on the shares so forfeited, while if a set-off is made, and the debt satisfied, either wholly or in part, this amounts to a payment by the company, and is therefore a purchase of its own shares. Thus a forfeiture for debts other than calls must involve an illegal reduction of capital, and may also involve a purchase by the company of its own shares; and it will be observed that the case of forfeiture for non-payment of calls is a very special one, and only permitted by reason of the necessities of the case; as a matter of principle, there seems to be no distinction between the two cases, and they both involve a reduction of capital. It is true that such reduction may be only temporary, as, under Table A, and probably every other form of Articles of Association, there is a power to sell a forfeited share—strictly, it would appear that this is not so much a sale as a re-issue, but from the practical point of view this is immaterial.

There are other forfeiture articles which are bad—one is illustrated by the case of *Hope* v. *International Finance Society*, 4 Ch. D. 327, where there was an article to the effect that the shares of any shareholder who commenced or threatened any proceedings at law or in equity against the company or against the directors as such might be forfeited on payment of the full market value. In the Court of Appeal JAMES, L.J., stated, on the opening of an argument dealing with this article, "We cannot listen to that argument. Any stipulation that a shareholder shall not appeal to a court of justice must be bad."

In order that a company which has exercised a power of forfeiture may rely on a forfeiture made, or purported to be made, in pursuance of such a power, as being valid, it must be shown that the conditions precedent to the forfeiture have been carried out to the letter, and any deviation, however small, from the prescribed way of carrying out the forfeiture, will be fatal to its efficacy, so far as the forfeiting company which wishes to rely upon it is concerned.

(*To be continued.*)

The Occult and the Law.

Mr. KELLY, Mr. OLIVER BALDWIN, and others, drawn from all parties in the House of Commons, have brought in a bill to prevent the prosecution of mediums or clairvoyants, and certain other persons, in connexion with the exposition of the teachings of spiritualism, the pursuit of psychical research, etc. For the purposes of the bill, mediums and clairvoyants are defined as persons holding a certificate or licence of fitness from certain bodies to be recognised by the appropriate Secretary of State, doubtless the Home Secretary. The law's attitude *vis-à-vis* those who profess occult knowledge, and, so professing, seek money from the public in return for the benefit of their gifts and wisdom, was considered at some length in these pages a few years ago by the late Mr. E. P. HEWITT, K.C., LL.D. see 71 SOL. J., pp. 503, 595. While it cannot even yet be described as sympathetic, it is certainly more kindly and tolerant than the practice of our ancestors of burning such persons alive. As Mr. HEWITT pointed out, the Witchcraft Act of 1735 is still law, and, while abolishing trials for witchcraft, substituted penalties on every person "pretending to exercise or use any kind of witchcraft, sorcery, etc., or undertaking to tell fortunes." The punishment was a year's imprisonment and the pillory for an hour, but the latter was expunged from the Act by the Statute Law Revision Act of 1887. This old statute is never in fact invoked, and the living law by which the police deal with fortune-tellers is s. 4 of the Vagrancy Act, 1824, which, after enumerating a variety of unpleasant persons, goes on to include those "pretending or professing to tell fortunes, or using any subtle craft, means or device, by palmistry or otherwise, to deceive and impose on any of His Majesty's subjects." The leading case on the application of this section to such fortune-tellers, decided an abnormally long interval after the passing of the Act, is *Stonehouse* v. *Masson* [1921] 2 K.B. 818, in which it was laid down that the defendant's genuine belief in his or her own powers was no defence to a charge. This overruled *Davis* v. *Curry* [1918] 1 K.B. 109, DARLING, J., hearing both cases, and altering his opinion in the second. It is, of course, well known that spiritualists, and, naturally, professional fortune-tellers of all sorts, strongly object to the later decision, which virtually brands them all as cheats, and

the late Sir ARTHUR CONAN DOYLE was extremely anxious to promote such a bill as the above. The matter is one of considerable difficulty, however, and, even should the bill pass in approximately its present form, one may foresee difficulties arising from the Home Secretary's statutory recognition of "properly constituted spiritualistic or psychical societies." The duties of that often maligned minister are difficult enough as it is, and the added task of approving or not such bodies as these may indeed prove the last straw. The fact that a society may be "properly constituted" does not mean that it is thereby rendered incapable of practising quackery, and it would appear that, if such societies are to be legalised, it should only be after enquiry similar to that applicable to public-houses or massage establishments. "Licensed to practice spiritualism, etc.," would appear on the doorway, and it is submitted that in a remarkably short time only those societies which are worthy of encouragement would survive, and their annual license fees would no doubt prove a welcome addition to the Revenue.

A Conveyancer's Diary.

Implied Revocation of Wills.

A recent case which directs attention to the revocation of wills by subsequent testamentary instruments containing inconsistent provisions is *Re Robinson; Lamb* v. *Robinson* [1930] 2 Ch. 332.

In that case a testatrix by a will, dated in 1914, after appointing a sole executor and trustee, devised, bequeathed and appointed all her real and personal estate unto her trustee upon trust for sale and conversion, and after payment out of the proceeds of her funeral and testamentary expenses and death duties, to invest the residue and out of the income to pay an annuity of £150 to her son H.H.R., and if the income was insufficient for payment of the annuity the deficiency was to be paid out of and made a charge upon the capital of the trust estate. The testatrix directed her trustee after the death of H.H.R. to stand possessed of the trust estate upon trust to pay and divide the same equally between such of her grandchildren, being children of her sons H. H. R. and F. R., as should be living at the death of H. H. R., or of the testatrix, in case he predeceased her, and who should attain twenty-one years of age.

In 1921 the testatrix executed a document in the following terms:—

> "This is my last will and testament. I S.R. leave all I possess at my death to my son H.H.R., of, etc., including the reversion I bought for him, being his share under his late father's will. I wish him to have £100 at once, the rest of his share as soon as possible after my death without any restrictions whatever."

That document was signed by the testatrix and witnessed by two witnesses, one of whom was the wife of H. H. R.

Both wills were admitted to probate, but the later will, being ineffective owing to the wife of the sole legatee having witnessed it, the question was whether the earlier will stood, or whether it had been revoked by the later, with the result that the testatrix died intestate.

Eve, J., held that the earlier will was restored, there being no intention shown by the testatrix in the later one to revoke it.

It is interesting to note the change that has taken place in recent years in the view which the courts have taken with regard to the effect of a will which is totally inconsistent with an earlier will, but which for some reason has failed to take effect.

There has never been any doubt that a later will which is inconsistent in its terms with an earlier one will operate as a revocation or a revocation *pro tanto* of the earlier instrument. Formerly it was considered that once such a revocation was found to have been effected the earlier will was revoked altogether, even though by reason of some defect in the later will itself or through lapse or otherwise the later will was ineffective.

A distinction was at one time drawn between cases where the later will failed to take effect by reason of some defect in the will itself, or through some legal incapacity in the legatee. It was said that when the instrument was itself defective it might be considered as non-existent, but when the expressed intention of the testator failed by lapse in consequence of the objects of his bounty predeceasing him, or by his dispositions offending against the law (e.g., the rule against perpetuities), the will, nevertheless, was effectual as a revocation of an earlier will which was inconsistent with it.

It was held, however, in *Storey* v. *Baker* (1875), 31 L.T. 631, that there was no such distinction.

In that case a testator made a will devising his real estate to his wife absolutely; afterwards he executed another will giving his real estate to trustees upon trust after his wife's death for a charity, and he devised to his trustees all the residue of his real estate and the proceeds thereof which by any law to the contrary might not by his will pass to the charity, relying upon them to carry out his wishes. The gift to the charity being void, the trustees claimed to take beneficially, but the court, being of opinion that the intention of the testator was that the trustees should hold upon a secret trust for the charity and that his intention had been communicated to the trustees in the testator's lifetime, decided that the gift was void. It was also held that the first will was revoked by the second, notwithstanding that the latter failed of effect through the legal incapacity of those whom the testator intended to benefit.

That decision was, however, in effect, overruled by *Ward* v. *Van Der Loeff* [1924] A.C. 653.

In that case a testator devised and bequeathed his residuary estate to trustees upon trust to pay the income to his wife for life, and after her decease in trust for his children, and if there should be no such child, then the testator gave to his wife a power of appointment among the children of his brothers and sisters, and in default of appointment he gave the residuary trust funds to all the children of his brothers and sisters. By a codicil the testator revoked the power of appointment given to his wife and declared that after her death his trustees should stand possessed of the residuary trust funds upon trust for all the children of his brothers and sisters who should be living at the time of the death of his wife or born at any time afterwards before any one of such children should attain a vested interest, and who, being sons, should attain the age of twenty-one years, or being daughters, should attain that age or marry. The testator died without issue and left personal estate only. The gift in the codicil was void for remoteness.

It was held that the gift in the codicil being inoperative there was no implied revocation of the gift in the will, and that the latter gift took effect.

It is clear from the judgment in that case that the question of revocation or no revocation is one of intention, but in fact the decision went somewhat further, as appears from the following passage from the speech of Lord Dunedin:—

> "If when a subject has been disposed of in a will and the same subject is again disposed of, either in a subsequent will or in a codicil, then if you can find, apart from the description of the subject, words expressly or impliedly effecting revocation, that revocation will stand whatever the fate of the subsequent disposition; but if the only revocation is that which is to be gathered from the inconsistency of the subsequent disposition with the earlier one, then if the second disposition fails from any reason to be efficacious there will be no revocation."

In *Re Robinson* Eve, J., said that if he had had to decide the question a few years ago he would have felt bound by

Storey v. *Baker* to hold that the later will was a revocation of the earlier, although the later will failed through the incapacity of the devisee and not through any infirmity in the instrument. He held, however, that upon the later authorities the question was in all cases one of intention and he concluded: "If the testator has made two distinct gifts to a person by two instruments it must be ascertained from the language of the two instruments whether the first gift has been altogether displaced. If there is a clear intention to revoke the earlier instrument the failure of the second gift will not restore the first one. In the face of the authorities I cannot hold that the first will has been revoked, so far as an estate of the testatrix is concerned."

It seems, therefore, that the presumption in such cases will be against revocation. So, if a testator by will devise and bequeath all his property to A, and by a later will devise and bequeath all his property to B without referring to the earlier will, and the gift to B fail by his dying before the testator or by his wife being a witness to the second will, the first will is not revoked and A will be entitled.

I am not sure whether that result would in most cases be in accordance with the expressed intention of the testator, looking at the two instruments together, but it appears to be the proper construction.

It seems also that where there is a doubt upon the face of the instruments whether there was or was not an intention to revoke, parol evidence of the surrounding circumstances may be admitted to place the court, as far as may be, in the position of the testator at the time when the last testamentary instrument was executed (*In the Estate of Bryan* [1907] P. 125).

Landlord and Tenant Notebook.

Sureties.

Additional security in the shape of a guarantee may avert the necessity, and possibly the futility, of actions, distress, and forfeiture proceedings. A properly drawn guarantee should, of course, clearly express what it is intended to cover. The decision in *Copland* v. *Laporte* (1835), 3 A. & E. 517, was perhaps a little hard on the surety who had joined in the lease. The recital mentioned his liability for rent; the covenant to pay rent referred to both tenant and surety; the repairing covenant specified only the tenant. But in the consideration, which, with the operative words, preceded the covenants, the covenants by the tenant and covenant by the surety were mentioned. Judgment having been given against both in an action for rent and breach of covenant to repair, the surety moved to reduce the amount of the judgment against him by that of the award in respect of dilapidations, but the instrument was held to make him liable in respect of both obligations.

Landlords must carefully keep in mind the rules of equity by which a guarantor may be discharged in the event of arrangements between principals being modified. Several cases illustrate the application of these rules to leasehold interests. In *Giddens* v. *Dodd* (1856), 3 Drew 485, the exercise by the lessor of an option to determine a lease for years was held to absolve the surety, though the tenant had remained on. Next, in the leading case of *Tayleur* v. *Wildin* (1868), 37 L.J. C.P. 173, the tenancy was from year to year, and the question arose as to the effect of "withdrawing" a notice to quit. The decision was to the effect that a new tenancy had been created, to which the guarantee did not apply. It is interesting to note that the same view of "withdrawing" or "waiving" a notice was more recently taken in a "Rent Act" case, *Davies* v. *Bristow* [1920] 3 K.B. 428, at p. 438, without reference to *Tayleur* v. *Wildin*, or to a conflicting decision of the Irish Court of Appeal, *Inchiquin (Lord)* v. *Lyons* (1887), 20 L.R. Ir. 474. Later, both were cited in *Freeman* v. *Evans* [1922] 1 Ch. 36, C.A., and the English decision approved.

The facts in *Holme* v. *Brunskill* (1877), 3 Q.B.D. 495, C.A., were perhaps extraordinary, but the principles on which sureties are discharged were carefully analysed in the judgments. The tenant had taken a holding from year to year, and with it 700 sheep. The guarantee related only to the return of the sheep at the termination of the tenancy. After an invalid "notice to quit" had been given and "withdrawn," an arrangement was come to by which the tenant gave up one field and paid a slightly reduced rent. This remained in force for a time, and then a proper notice was given, and on its expiry the landlord sued the surety for deterioration of the flock. It was argued in his defence that a new tenancy had been granted by the "withdrawal" of the "notice," or alternatively by the subsequent new arrangement. The court was unanimous in holding that, despite the invalid notice and despite the variation in parcels and reddendum, there had been no new tenancy; but with regard to the surrender, the question of material alteration had been put to the jury, who had found for the lessor, and on this a majority of the appellate tribunal ruled that the assent of the surety should be asked in all cases in which it was not self-evident that the change was immaterial.

The effects of bankruptcy and winding up were discussed in *Stacey* v. *Hill* [1901] 1 Q.B. 660, C.A., and *Hastings Corporation* v. *Letton* [1908] 1 K.B. 378. In the former, disclaimer by the trustee was held to discharge the surety in respect of future obligations; as was pointed out, nothing was due from the lessee, and the surety's right of indemnity from the principal debtor was unenforceable. The same effect might be achieved by applying the doctrine that disclaimer is a surrender: see *Ex p. Glegg, re Latham* (1881), 19 Ch. D. 7, C.A.; *ex p. Allen, re Fussell* (1882), 20 Ch. D. 341, C.A. In the other case the guarantor was sued after the tenants, a limited company, had been dissolved, and it was contended that as he had guaranteed payments of rent for the term of seven years he remained liable. The decision was, however, that the dissolution had "accelerated the reversion"; Darling, J., thought that what had happened was tantamount to merger.

That tenants entitled to renew on the same terms should be careful in the selection of sureties was demonstrated by the case of *Hollies' Stores Ltd.* v. *Timmis* [1921] 2 Ch. 202. Three sureties had guaranteed performance by the lessees, and when the latter purported to exercise their option, it was found that one of the guarantors had died; and though they offered an equally substantial substitute, the lessors were held to be entitled to refuse a new grant.

Our County Court Letter.

THE ENFORCEABILITY OF PRINTED CONTRACTS.

THE above may depend upon the size and position of the print, as shown in two recent cases.

(*a*) MOTOR COACH TICKETS.

In *Murdock* v. *A. E. Keeling & Sons Ltd.*, at Leeds County Court, the claim was for £7 10s. as the value of a suitcase which was lost while the plaintiff was a passenger in the defendants' vehicle. The plaintiff's evidence was that he bought his ticket at an agent's office, and his attention was not drawn to the conditions, viz., "The company cannot accept any responsibility for loss, inconvenience or delay. Passengers' luggage is conveyed at their own risk. No loss or damage is acknowledged by the company." The defendants denied liability, in reliance on their conditions, but His Honour Judge Woodcock, K.C., pointed out that the face of the ticket merely stated: "See back." This might only refer to an advertisement, and was therefore insufficient, as it was necessary to include the word "Conditions" in any such notice. Judgment was therefore given for the plaintiff, with costs.

The above case was distinguished on the facts from *Thompson* v. *London Midland and Scottish Railway Company* [1930] 1 K.B. 41, in which an excursion ticket bore the words "For conditions see back," the holder then being referred to the company's time-tables. The latter provided that holders of excursion tickets should have no right of action for injury or loss, but, as the plaintiff could not read, she obtained a jury's verdict for £167 10s. The commissioner of assize (Sir W. F. K. Taylor, K.C.) nevertheless entered judgment for the defendants, and this was upheld by Lord Hanworth, M.R., Lord Justice Lawrence and the present Lord Chancellor in the Court of Appeal, where the leading cases on the subject were reviewed.

(*b*) HIRE-PURCHASE AGREEMENTS.

In *Associated Distributors Limited* v. *Valentine*, at Wrexham County Court, the claim was for £5 10s. as the balance due in respect of an automatic slot machine under a hire-purchase agreement, whereby the defendant had undertaken to pay 10s. a month. The defendant's case was that (1) the agreement was in very small print, which she could not read without her spectacles, (2) the plaintiffs' salesman was so persistent that she only signed the agreement to get rid of him, making it a condition that he should take the machine away at the end of a month. His Honour Judge Artemus Jones, K.C., observed that it was a very burdensome agreement, operating solely to the advantage of the plaintiffs, who had stipulated that they should not be bound by any statement or promise of the salesman. The latter's misrepresentation had induced the defendant to sign, and, as the agreement was therefore not binding, she was entitled to judgment with costs.

The leading case upon this subject is *Roe* v. *R. A. Naylor Limited* (1918), 119 L.T. 359, in which the claim was for £41 10s. for damages for breach of a contract to sell certain timber. The defence was that the sold note had the following words printed in the margin: "Goods are sold subject to their being on hand when the order reaches the office," but the county court judge at Wolverhampton held that, owing to the smallness of the print, the condition was not binding. Judgment was therefore given for the plaintiff, but a new trial was ordered by Mr. Justice Bailhache and the present Lord Atkin in the Divisional Court. The county court judge again gave judgment for the plaintiff, which was upheld in the Divisional Court by Lord Trevethin and Mr. Justice Avory, and in the Court of Appeal by Sir C. Swinfen Eady, M.R., Lord Justice Scrutton and the present Lord Merrivale.

The limits of illegibility as a plea were defined in *Koskas* v. *Standard Marine Insurance Company Limited* (1927), 43 T.L.R. 169, in which the plaintiff had recovered judgment in reliance (*inter alia*) on the illegibility of one of the printed conditions. This point was abandoned in the Court of Appeal, where the judgment was upheld on other grounds, although Lord Justice Bankes disagreed with the trial judge as to the size of the print. Lord Justice Scrutton disapproved "the doctrine that one could get out of a clause by saying that one could not read it," and the present Lord Atkin concurred.

Practice Notes.

FRUIT MACHINES IN CLUBS.

THE legality of the above was considered in the recent case of *Pinks* v. *Daniels and Others*, in which the respondents (the committee of the Deptford New Town Social Club) had been convicted at Greenwich under the Betting Act, and under the Gaming Act, in respect of the use of fruit machines. The convictions were quashed at the London Quarter Sessions, but the chairman stated a case on the question whether there was any distinction between unlawful gaming in a members' club and in a proprietary club. Mr. Justice Avory observed that it was not sought to uphold the conviction under the Betting Act, as the summons was bad in form, but the evidence showed that the conviction under the Gaming Act should have been upheld. Mr. Justice Swift and Mr. Justice Acton agreed that no difference was made by the fact that the game was played in a members' club, as opposed to a proprietary club. The same court had previously pointed out in *Rex* v. *Brennand and Others* (reported in our issue of the 22nd November, 1930, 74 SOL. J. 788), that the expression "unlawful machine" is unfortunate, as the question is not whether the machine is unlawful, but whether it has been used for an unlawful purpose. If the latter is established by the evidence, the fact of its taking place upon club premises affords no protection from the consequences, as laid down in *Jenks* v. *Turpin* (1884), 13 Q.B.D. 505. Compare a "Practice Note," entitled "Amusement Caterers and Automatic Machines," in our issue of the 29th November, 1930 (74 SOL. J. 798).

THE CONDITIONS OF ISSUE OF DEFAULT SUMMONSES.

IN *Walturdaw Cinema Supply Company Limited* v. *Smith*, recently heard at Westminster County Court, the claim was for £8 10s. as the price of two quarter-h.p. motors. The plaintiffs' branch manager at Birmingham had taken the order from the defendant, who required the motors to drive projectors for talking-film apparatus. This purpose necessitated 2,000 revolutions a minute, but brass plates on the motors indicated that their capacities were only 1,600 and 1,450 revolutions respectively. The defendant contended, however, that he had accepted the manager's assurance that the motors (which were obtained by the plaintiffs from another firm) could be speeded up to 2,000 revolutions by the resistance, whereas the technical evidence was that the motors were not capable of that speed. His Honour Judge Turner held that the latter fact should have been obvious, before delivery was taken, and the action was virtually undefended. Judgment was therefore given for the plaintiffs, but their witness from Birmingham was disallowed all costs in excess of the amount to which he would have been entitled, if called from the plaintiffs' London office. His Honour observed that (1) the cause of action under the original contract was in Birmingham, but (2) leave had been obtained to issue a default summons in London as the place of payment (3) he would have transferred the action (if the defendant had applied) as the registrars were not bound to grant leave without further enquiry (4) the form of affidavit should be altered to prevent such abuse of the process of the court.

Obituary.

MR. J. W. MONTFORD.

The death has occurred, at the age of eighty-five, of Mr. J. W. Montford, the oldest solicitor practising in Ludlow, and one of the four oldest in England.

He was secretary of the Ludlow Gas Co., chairman of the Church Stretton Gas Co., and for many years clerk to the Church Stretton magistrates.

MR. G. E. B. PADLEY.

One of Lincoln's oldest solicitors, Mr. G. E. B. Padley, died recently at his residence, St. Catherine's, Lincoln. Born in 1857, he had practised as a solicitor for more than fifty years.

The son of Mr. James Sanby Padley, an authority on county history and drainage, who for fifty years was county surveyor for Lincolnshire, Mr. Padley for many years resided at Welton, and inhabitants of the neighbouring village of Dunholme were to a great extent indebted to him for their excellent water supply. He was clerk to the parish councils

of both villages, and had been for some time a member of the Welton Rural Council and of the Lincoln Board of Guardians.

Until about twelve years ago, he had been Registrar of Births and Deaths for Lincoln; besides being secretary and solicitor to the Game Protection Society and the Licensed Victuallers Association, he was also connected with the local Dairymen's Association, and at the time of his death was president of the Lincoln Angling Association. He served as a governor of Lincoln County Hospital and of Christ's Hospital School, secretary of the Lindum Cricket Club, and captain and president of the Carholme Golf Club, and was also one of the founders of the North Shore Golf Club, Skegness. His collection of stamps was considered one of the best in the county.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

On the 22nd December, 1558, Sir Nicholas Bacon received the Great Seal as Lord Keeper. He held it for about twenty years, during most of which time he enjoyed the complete confidence and even the friendship of Queen Elizabeth. During his term of office it was declared by statute that the Lord Keeper should have thenceforth the same rights and powers as a Lord Chancellor.

In his last years he grew so excessively corpulent that he had the greatest difficulty in walking or even speaking. Therefore, after he had taken his seat in court it was the custom for counsel to be silent until he made a sign with his stick that he had recovered from the exertion of walking and was ready to hear them.

He retained, however, his good humour, his wit, and even his patience, often saying "Let us stay a little and we shall have done the sooner." To a tedious orator, however, he once remarked "There is a great difference between you and me; it is a pain to me to speak and a pain to you to hold your peace."

His portrait hangs above the dais in Gray's Inn Hall, near those of his Queen and of his famous son Francis.

OCCASIONAL DEAFNESS.

When a prisoner at the Old Bailey recently objected that he could not hear the clerk read the indictment, the Recorder asked whether he could hear him. "No, I cannot hear you, my lord," answered the man. "Then how could you hear my question?" was Sir Ernest's natural counter.

The scene greatly resembled an incident before Mr. Baron Bolland when a farmer pleaded deafness as an excuse from jury service. "Are you very deaf?" inquired the judge. No answer. "Are you *very* deaf?" (repeated fortissimo). "Werry, please your lordship." "Are you deaf in both ears?" "Did your lordship speak?" "I asked you if you were deaf in both ears." "I can hear a little with one ear, my lord." "Oh! in that case," said the judge, this time pianissimo, "we must exempt you." Instantly the man made for the door. "Oh! you hear that, do you?" cried the Baron. "Oh, yez, my lord, I hear *that*," was the reply. Fortunately his lordship joined in the ensuing laughter.

CHASING JUDGES.

In a case at the Liverpool Assizes, it was discovered after the court rose that no order had been made regarding the payment out of court of a certain sum of money. Robed as they were, the counsel concerned pursued Humphreys, J., to his lodging in a taxi-cab, and were heard in his drawing room.

The incident recalls a desperate effort that Crispe, K.C., once made to save a case. It was unexpectedly called on before Baron Huddleston while he was engaged elsewhere. After waiting ten minutes, the judge compelled his opponent to ask for judgment and when Crispe arrived the Bench was empty.

He took a bold course. He asked his learned friend to forego his judgment, persuaded the jury to stay and forthwith burst into the judge's room, finding him in his shirt-sleeves.

"What do you want here?" cried the Baron angrily. "I want you to come back to court, my lord," replied Crispe. "Fiddle-sticks! Mr. Cohen's got his judgment." "Mr. Cohen, my lord, has consented to waive it." "Rubbish! The jury are gone." "The jury, my lord, have consented to remain." "And you have the impudence to ask me to put on my robes again?" "Yes, if your lordship pleases." "It doesn't please me, but I'll do it."

Crispe was non-suited before lunch time.

Reviews.

A Handbook on the Death Duties. By H. ARNOLD WOOLLEY, Solicitor. 2nd Edition. 1930. xvi and 188 pages. Solicitors' Law Stationery Society, Ltd. 10s. 6d. net.

A second, and considerably enlarged, edition of this book is now before us, and the additions have certainly enhanced its usefulness. It is not, and does not claim to be, a compendium of the whole law relating to death duties, but it nevertheless provides a useful introduction to the subject, and a guide which will frequently save the wanderer in the labyrinth of this subject from being lost. It has the advantage of being completely up to date, and thus scores a considerable success over some, at least, of its weightier brethren. The author's practical experience stands him in good stead when he comes to write a book of this kind, and in particular the specimen estates given are very helpful. There is an interesting and suggestive chapter on "Methods of Mitigating the Duties," which will provide food for thought among those who study this particular line of action. The case of *McConnel's Trustees* v. *Commissioners of Inland Revenue* [1926] Sessions Notes 145, is there dealt with, though no attempt is made to explain a judgment which always seems to be in need of some explanation; in a work this size, however, it would obviously be unwise to use too much space on any particular subject.

One word of criticism must, it is felt, be added. This is, or ought to be, primarily a text-book on the law, and the author ought not to take up space either by indicating what is, or what is not, in his opinion, fair, or by complimenting his profession on the services it renders in connection with death duties; there are surely other *media* through which the general views of the author may be more usefully aired.

Alpe's Law of Stamp Duties. 20th Edition. By A. R. RUDALL and H. W. JORDAN. 15s. net. 1930. Jordan & Sons, Ltd.

Alpe is an old friend, and a very necessary one for the practising lawyer, to whichever branch of the profession he belongs. The stamp laws, while they do not as a rule change much at one time, are nevertheless undergoing a fairly continuous, though gradual, alteration, and to be up to date with regard to them is essential.

The familiar arrangement, which sets out *in extenso* the schedule to the Stamp Act, and gives notes and references to other material statutes and to reported cases under each heading, is retained, and indeed, it hardly seems that this method could be improved upon for ease of reference and compactness. Especially useful also to the busy man is the table of *ad valorem* duties at pp. 358 and 359, where the *ad valorem* duties payable on varying amounts, under nine separate headings under which such duty is chargeable, are set out in such a way as to be ascertainable at a glance.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Ejectment of Unmarried Couple.

Q. 2095. Can a landlord obtain possession of a dwelling-house, which is controlled under the Act, on the sole ground that the tenant is not married to his purported wife? There are two illegitimate children of the union.

A. The above facts are no ground for recovery of possession, as the tenant could not be convicted of using the premises for an immoral purpose under the Increase of Rent, etc., Act, 1920, s. 5 (1) (*b*). The occupation of the house by one woman only would not constitute a brothel, even if she had more than one male visitor, which is not the case here. See *Singleton* v. *Ellison* [1895] 1 Q.B. 607, and *Caldwell* v. *Leach* (1913), 29 T.L.R. 457.

Redemption of Lay Rectorial Tithe.

Q. 2096. A is the owner in fee simple of certain lands, out of which issues a lay rectorial tithe in favour of B. B has now agreed to release A from the lay rectorial tithe in consideration of a lump sum payment, and we shall be obliged if you will please advise us as to the best method in which we can prepare the deed of merger or release to give effect to the transaction. Could you please refer us to a precedent which would help us? We may say that no reference is made in the title deeds to the lay rectorial tithe.

A. The 1927 Supplement to the Encyclopædia of Forms and Precedents contains two forms which can be adapted, viz., by taking the recitals from Form 5, on p. 379, and the two operative clauses from Form 9 on pp. 385/6.

Lettings of Furnished House.

Q. 2097. On the 6th September, 1929, N let a furnished house to C for a term of one year ending 7th September, 1930, at a weekly rent of 30s., payable each four weeks in advance, subject to C giving up possession during the local school summer vacation, which extended from 25th July to 15th September, during which period no rent was payable by, or liability on, the tenant. A written agreement was signed containing the above, and other terms not here material. There was no reference to a renewal of the tenancy. On the 15th September, 1930, C approached N's agent, who had arranged the 1929-30 tenancy, and asked for the keys, and paid £6, being four weeks' rent in advance. The agent handed over the keys, assuming that the tenant was taking on for another year, the rent being on the basis of a yearly letting, and gave a receipt for the rent then paid, simply four weeks' rent to 15th October, and told C that he would prepare and send him another agreement for signature. C, however, denies this. C made no comment, but took possession. At the time of the letting for 1929-30 some reference was made to taking the house for two years, but the owner declined to agree, and the matter was left at a one-year agreement only. The normal rental for a short letting of the house from month to month was £3 3s. per week. The tenant well knew that a yearly tenancy was at a less rental than a short period letting. About a week after the 15th September N's agent sent an agreement to C, similar to that of the previous year, for signature. C then said that he was uncertain how long he could stay; asked for a reduction of rent, and was told this could not be granted. He declined to sign the agreement; and on the 27th September he sent a written notice to N's agent that he proposed vacating the premises on the 15th October, being the end of the four weeks for which he had paid rent. He left the premises on the 15th October, and offered the keys to the agent, who refused to take them. C submits that as no new agreement was signed, the payment to, and acceptance by, N's agent of rent at 30s. per week was tantamount to an agreement by the owner to let for one month only at that rent, and on the expiration of the month C was at liberty to vacate, and is not liable for any further rent, nor required to give any further notice. N submits that the entry into possession and payment of one month's rent at the rate of a yearly letting, either (1) constituted C a tenant for one further year, although no agreement was signed, or (2) in the alternative, that C should give him a month's notice expiring at the end of a month of his tenancy and pay rent, or rent in lieu of notice, at the rate of a short period letting. There was a break in the period from the end of the old term of one year to the beginning of the new term. This would have occurred in any event.

Your valued opinion is asked as to what is the remedy of the landlord. Does the entry and payment of rent constitute C a tenant for one year? Reference is made to s. 4, Statute of Frauds; *Smallwood* v. *Sheppards* [1895] 2 Q.B. 627; *Walsh* v. *Lonsdale*, 1882, 21 Ch. D. 9; *Wilson* v. *Abbott*, 1824, 3 B. & C. 88. If so, must the landlord wait until 7th September, 1931, before taking action? Or can he sue for the rent each month? If not, can he sue for four weeks' rent at the higher rate of £3 3s. per week in lieu of notice, and the difference between the £3 3s. per week and the £1 10s. per week paid for the four weeks ending on 15th October, 1930? Otherwise, is C liable for a month's rent at the rate of £1 10s. per week in lieu of notice?

A. The remedy of the landlord is to sue each month for the rent, of £6, as the transaction between C and N's agent on the 15th September, 1930 (set out in para. 2 of the question), was evidence of a mutual agreement to let and take the premises for another year. The fact that the rent is calculated on a yearly basis (and not at the rate of £3 3s. a week for a short letting) is an important factor in deciding what were the terms of the implied agreement. The fact that C never signed the agreement affords him no defence under the Law of Property Act, 1925, s. 40 (the successor of the Statute of Frauds), as there was part performance by reason of the plaintiff (i.e., the landlord) having let the defendant tenant into possession: see *Hodson* v. *Heuland* [1896] 2 Ch. 428. The entry and payment of rent therefore constituted C a tenant for one year, as his argument that the agreement was for one month only would only have been valid if there has been no previous transaction between the parties. The landlord need not wait until the 7th September, 1931, before taking action, as the implied agreement was not for a yearly letting at a rent of £72, but at a weekly rent of 30s. payable each four weeks in advance for a period of one year. The remaining questions are answered in the negative.

Christmas Draws in Tennis Clubs.

Q. 2098. A tennis club has arranged a Christmas draw. Books of tickets for sale have been given to members and several outsiders. The number of books printed is eighty, containing twenty-five tickets each. On the tickets are the magic words "Winners to pay 1d. for prizes to conform with the law." We are informed that one member offering to sell

a ticket to a printer was told by him that he had been warned by the chief constable against printing tickets for Christmas draws unless they were guessing competitions. The draw in question is, of course, not a guessing competition but the usual type of draw. Will you please advise us as to the legality or otherwise of the draw, and advise, if the latter, the usual practice of the police with regard thereto.

A. The legal proposition implied in the printed condition (as to payment of 1d. for prizes) is of doubtful validity, but the members of a club are entitled to organise a lottery among themselves. See *Downes* v. *Johnson* [1895] 2 Q.B. 203, and *Attorney-General* v. *Luncheon and Sports Club* [1929] A.C. 400. The chief constable's warning doubtless related to draws not confined to club members. The draw is therefore legal if confined to members, but not if outsiders participate, though there is no "usual practice of the police" with regard thereto. Most chief constables or watch committees, however, do not intervene—provided the outsiders are mainly friends of the members, and there is no organised sale of tickets to the public.

Increase of Rent, etc., Acts—"Improvement."

Q. 2099. A is the owner of twenty-five houses which have a private water supply. The council in whose area the property is situate has now completed a new water scheme and has called upon A to connect up his houses to the council's water mains. When this has been done can A treat this as an "improvement," or as "a structural alteration" and increase the rents under s. 2 (*a*) of the Increase of Rent, etc., Act, 1920?

A. It is, we believe, usual to add the statutory percentage on such an outlay to the rent. In our opinion the work is an improvement, and may under certain circumstances be a structural alteration.

Husband and Wife Co-mortgagors—Advance nominally to Wife but actually to Husband—Death of Husband Insolvent—Position—Reconveyance.

Q. 2100. In 1907 a husband and wife (A and B) executed a mortgage for £2,000. A conveyed certain properties vested in him and B conveyed certain properties vested in her to secure the £2,000. The mortgage states that the £2,000 was paid to B, but in point of fact £2,000 was received by the husband. A died in 1929, and it now appears that his estate is insolvent. It is proposed to pay off the £2,000 out of the proceeds of sale of the properties belonging to the husband included in the mortgage and a question arises as to the position, having regard to possible claims by the creditors of the husband's estate that the £2,000 shall be paid out of the properties mortgaged by the wife instead of the husband's properties. I shall be glad to have your views on the foregoing, and as to the form of receipt or re-conveyance, with your suggestions as to appropriate recitals.

A. We express the opinion that the wife, as between herself and her husband, was in reality a surety, so that if she or her properties were called upon to pay she would have a claim upon the properties mortgaged by her husband, her rights taking precedence over the creditors of her husband, being the same as those of the mortgagee; thus any claims by such creditors that the wife's properties should have been resorted to would avail them nothing (Mercantile Law Amendment Act, 1856, s. 5). We express the opinion that this is a case for an express re-conveyance or a release, reciting the facts, and in particular that the husband had the £2,000 and the effect of the Law of Property Act, 1925, upon the mortgage, the property mortgaged by the wife being surrendered to her to the intent that the term may merge in the freehold reversion.

Mr. William Hubbard Clements, solicitor, Finchley, (formerly of Sleaford, Lincs), left estate of the gross value of £14,050, with net personalty £13,973.

Notes of Cases.

House of Lords.

Humphreys (Pauper) *v.* **Dreamland (Margate) Ltd.**

9th December.

Negligence—Damages—Reasonable Care—Inviter and Invitee—Lord Campbell's Act.

This action was brought by the appellant, the mother and partial dependant of W. C. Humphreys, deceased, against Dreamland (Margate) Limited and F. C. W. Schmidt, for damages for the death of her son. The respondents were proprietors of a place of entertainment known as "Dreamland," and in June, 1928, Humphreys went there for his amusement and for their pecuniary benefit. While on a flying machine he met with his death by accident, being thrown out of the machine which had been placed on the respondent's property by Schmidt under an agreement. The action was tried by Shearman, J., who held that there was no case to answer, and entered judgment for the respondents, but took the verdict of the jury that the machine was dangerous, and that both the respondents and Schmidt were guilty of want of reasonable care. The Court of Appeal held that there was no implied duty on the respondents to take reasonable care to see that the machine was safe, since the relation of inviter and invitee had not been established.

Lord Buckmaster said the question was whether "Dreamland" could be made responsible for the accident, and to determine that it was essential to consider what was the invitation that "Dreamland" issued. That the advertisements asking people to come to "Dreamland" were their advertisements was perfectly plain by the answers to interrogatories. The advertisements did no more than invite people to the place owned by the respondents. They could not be construed as an invitation to enter any sideshow, and if that were so the action based on the view that there was a hidden danger under the control of the invitor failed, and it became necessary to see whether the circumstances arising out of the contract with Schmidt involved such a liability. The appellant alleged that the gatekeeper was the respondent's servant, but he was not their servant for the purpose of admitting or excluding people to or from the show. For that purpose he was responsible to Schmidt. When, therefore, he issued a ticket he made no contract, express or implied, with Humphreys on behalf of "Dreamland," and for that reason the appeal must fail.

Lords Dunedin, Warrington of Clyffe, Blanesburgh and Tomlin concurred.

Counsel: *Charles Doughty*, K.C., and *C. J. A. Doughty*; *Malcolm Hilbery*, K.C., and *Wilfrid Lewis*.

Solicitors: *Schultess-Young, Warren & Bird*; *William Hurd & Son*.

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Bentall, Horsley and Baldry *v.* **Vicary.**

McCardie, J. 3rd December.

Principal and Agent—Estate Agent—Sole Agent of Property—Sold by Owner Personally—Agent's claim for Commission.

The plaintiffs in this case, Bentall, Horsley and Baldry, estate agents, claimed from George Cecil Vicary, a solicitor, commission or damages for alleged breach of contract, or on a *quantum meruit*, on the sale by the defendant of certain property of which he was the owner and for which he had appointed the plaintiffs sole agents. The property in question, a house called "Arnewood," in Hampshire, had been up for sale in the hands of a number of agents without success, and it was then suggested to the defendant by the plaintiffs that

they should be the sole agents for the disposal of the property. The arrangement arrived at was embodied in a letter in which it was agreed, *inter alia*, as follows: "We now write as follows to outline the arrangement made and your instructions, viz., that we are to be appointed sole agents for the sale of the property for a period of six months to 1st October, and that, if we introduce a purchaser, we are to receive a special commission of 5 per cent. on the price realised; that you authorise us to expend on your behalf up to the sum of £100 in advertising the property, and that if we do not sell we are to bear 50 per cent. of this cost, it being understood that should we sell, we are to receive back the whole of the amount expended in advertising within a limit of £100 . . . As arranged with you, we propose advertising the property at £6,800 as a whole, or £6,000 excluding the cottage and 1½ acres." While the plaintiffs were still attempting to sell the property the defendant himself sold it personally to a lady who never even knew that the plaintiffs were the agents for it. The house, the cottage and the 1½ acres were sold for £5,000. In the whole the plaintiffs had spent about £35 10s. in advertisements and about £25 in out-of-pocket expenses.

McCardie, J., said, that in his opinion the plaintiffs were not entitled to commission. The material words of the contract were: "If we introduce a purchaser we are to receive a special commission of 5 per cent. on the price realised." It was admitted that the plaintiffs did not introduce the purchaser to the defendant, and therefore, it followed that they were not entitled to commission. The point regarding sole agency raised a question of some importance. The plaintiffs argued that it was an implied term of the contract that the defendant should not himself sell the property and so deprive the plaintiffs of the commission which they might perhaps be able to earn. It was to be noted that the words of the contract contained no express prohibition against a sale by the defendant himself. If the parties had intended such a prohibition, nothing would have been easier than to insert the appropriate words. The defendant did not say "I give you the sole right to sell," he only said: "I appoint you sole agents" for the sale, which was quite a different thing. He held that the defendant had committed no breach of contract by himself selling the property. Also, there was no scope in the present case for the operation of the doctrine of *quantum meruit*. The plaintiffs worked under a special contract, and they had failed to do that which entitled them to commission. The maxim *Expressum facit cessare tacitum* here applied. Judgment for the defendant, with costs. A stay of execution was granted, his lordship assessing the damages at 20s. in the event of the Court of Appeal holding that there had been a breach of contract.

Counsel: *Rayner Goddard*, K.C., and *Herbert Malone*, for the plaintiffs; *Du Parcq*, K.C., and *W. Blake Odgers*, for the defendant.

Solicitors: *Colyer and Colyer*; *Jaques and Co.*, for *Moore, Vicary, and Trestrail*, Lymington.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Hedderwick *v.* Hedderwick.

Lord Merrivale, P. 12th November.

Divorce—Costs—Wife's Petition—Order for Security—False Case presented by Wife seeking discretion—Contempt of Court—Successful intervention by King's Proctor—Costs of Intervention to be paid by Petitioner—Costs up to Setting Down to be paid by Respondent—General Costs to be Taxed and Paid into Court—Liberty to Petitioner's Solicitors to Apply—No Payment out without Special Order.

Summons adjourned into court.

This was an application by the wife petitioner for payment out to her of a sum secured by the respondent for her costs. In the suit as framed the petitioner had asked for the discretion of the court to be exercised in her favour, there being also an answer by the respondent alleging *inter alia* the invalidity of the marriage, but at the hearing counsel for the respondent intimated that the allegations in the answer would not be proceeded with. In the result the court sought the assistance of the King's Proctor, who successfully intervened on the ground that the wife on asking for the discretion had presented a false case.

Lord Merrivale, P., in giving judgment, said that the purposes of the present application was that the petitioner or her solicitors should be paid by the respondent any moneys and expenses entailed by the imposture and fraud and false pretences practised on the court, and that the King's Proctor, if he could, should recover from the petitioner his costs, which would otherwise fall on the Exchequer. In the ordinary case the respondent must pay the wife's costs for the protection of her solicitors. It was clear that the King's Proctor's costs ought to be paid, and equally clear that there was no affirmative proof, which involved the respondent in the reprehensible part of the transactions which had been mentioned. A decree *nisi* would be refused, but there would be a finding of adultery against the respondent. The King's Proctor's intervention would be allowed with solicitor and client costs against the petitioner, leave being given to the King's Proctor to move to attach the petitioner in respect of the contempt of court evidenced by the proceedings. There would be a direction that costs of the suit up to setting down be paid by the respondent. The general costs of the petition, including the costs of the present application, would be taxed and brought into court, leave being given to the petitioner's solicitors to move with regard to any moneys paid into court, on the footing that no moneys should be paid out in respect of what was on the face of it a petition involving criminal characteristics, until the court was satisfied that any such moneys should be paid out. The petition would be left on the file in order that the court should retain jurisdiction.

Counsel: *H. B. D. Grazebrook*, for the petitioner; *F. L. C. Hodson* (*T. Bucknill* with him), for the respondent; *W. N. Stable*, for the King's Proctor.

Solicitors: *Lumley, Taunton and Lumley*; *Johnson Jecks and Colclough*; *The King's Proctor*.

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

Inverclyde *v.* Inverclyde.

Bateson, J. 24th November.

Divorce—Jurisdiction—Petition for Nullity on Ground of Impotence—Appearance under Protest—Parties Domiciled in Scotland—Marriage and Residence in England—Decree of Nullity for Impotence a Judgment *in rem* affecting Status—Court of Domicil only Competent Tribunal.

This summons adjourned into court raised the question as to whether the court had jurisdiction to entertain a petition for nullity on the ground of impotence where the parties had not an English domicil. There was also a petition for alimony *pendente lite*. The parties were married in London in March, 1929. The man was domiciled in Scotland and resided in London and Scotland. The woman was domiciled in Scotland and resided in London. The man appeared under protest denying the jurisdiction.

Bateson, J., in the course of delivering a considered judgment [in which he reviewed many authorities in the Ecclesiastical Courts and of more recent date, and, *inter alia*, *Salvesen or von Lorang* v. *Administrator of Austrian Property* [1927] A.C. 641], said that he accepted Mr. Birkett's argument that a suit for nullity on the ground of alleged impotence was quite different from a suit for nullity on other grounds, the first being a suit to avoid a marriage which, in essence, was one to dissolve it. That the marriage was voidable, not void, as in cases of informality or illegality, such as bigamy or

absence of parental consent, the marriage being a marriage until they, the parties, sought to get rid of the tie. That domicil, at any rate since *Le Mesurier* v. *Le Mesurier* [1895] A.C. 517, was an essential of jurisdiction in a suit for dissolution of marriage and must equally be so in a suit to dissolve a marriage on the ground of nullity for impotence. That a decree of nullity on the ground of impotence affected the status of the parties and was a judgment *in rem*, just as a decree of divorce was, and that, such a decree affecting status, the court of the domicil was the only competent court to grant it. The cases in the Ecclesiastical Courts were of little assistance, and since 1857 the question of want of jurisdiction in this class of case had not been raised. Further, it was much more expedient to have the certainty of one court and one court only giving judgments *in rem* and deciding the question of the status of married persons. Both petitions would therefore be dismissed. There would be no order as to costs.

COUNSEL: *Cotes-Preedy*, K.C., and *Hon. Victor Russell*, for the petitioner; *Norman Birkett*, K.C., and *T. Bucknill*, for the respondent.

SOLICITORS: *Dawson & Co.*; *Armitage, Chapple & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Alice in Police Court Land.

Being a jumble of things that have happened, a little exaggerated in the telling.

IX.

Applications.

Lord Lyon took quite a fancy to Alice, and was anxious to show her the police court in all its aspects. The Secretary Bird was of the same mind.

So Alice was invited to come one morning and hear the applications. She said she would.

As it happened, the morning she came, Mr. Madden was the justice in attendance. He welcomed her with a smile for herself and a tear for the March Hare. "You remember him at our delightful tea party. What a fund of humour he had, poor dear fellow."

"I'm awfully cut up about his being cut up." "He was alive when they did it," he added with a shudder.

"He was dead afterwards you know," he went on gloomily. "Oh, that stupid judge! Quite dumb in one ear and nearly blind in the other!"

The first application was by an angry little man who said his landlord had thrown him out.

"Go back again," said Mr. Madden.

"I can't. He's too big and its ruining my business."

"What is your business?" said Mr. Madden.

In reply, the little fellow handed up a card, on which Alice read:—

"J. Snipsnob.

"Boots repaired in all its branches. Hair cut in three languages. Saveloys and sundaes a speciality,"

"Take a summons for forcible entry," said Mr. Madden, emphatically.

The next was a tenant who said his house was infested with mice.

"Buy a mouse trap," said Mr. Madden. "Next applicant!"

"Pity it isn't the White Knight's day," he whispered to Alice. "He might have lent him that mouse trap he carries about."

The next applicant had a long and complicated story of deeds and wills and real property and probate and wicked relations and fraudulent executors. She wound up by saying, "What can I do, your worship?"

"I don't know," said Mr. Madden. As this was incontrovertible the applicant gathered up her papers and went.

"Your worship, my lodger comes behind me and blows down my neck when I'm washing up," said the next seeker for advice.

"Does *what*?" almost screamed Mr. Madden, turning to the applicant, whom he had hardly noticed.

"Oh, you dirty woman," he burst out. "Go away, you dirty, dirty woman." As he spoke, he hitched his chair further and further back, till it got right against the wall.

The dirty woman was bundled out of court.

Then came a mysterious lady whose complaint was that another lady had asked her "to write an annoyance letter to separate mother and child."

Mr. Madden put his hand to his forehead in a lost kind of way. "I'll send an officer to caution her," he said feebly. "He'll *bear* you company," he added, more hopefully, pointing to C.2 All.

Then came the débris of a public-house row. One woman said the other had given her a black eye, "and 'ere's my eye to show it," she said, lifting a handkerchief loosely tied round her head. The eye was more blue and green than black, but it was an eloquent exhibit.

The other woman said, "*She* had her head through the glass panel trying to gain admittance. In the general melody somebody smacked me in the mouth. I didn't know who it was: o I thought I'd retaliate. P'raps she got it, but 'ere's my teeth, your worship." She also produced exhibits which spoke for themselves—two teeth wrapped in a bit of newspaper, and a gap in the front row of her mouth. "And both my thumbs are dissipated, too," she went on.

A third woman interrupted: "'Ow about my thumb, I'd like to know. 'Ere's my thumb, my worship," producing a bottle with horrible contents. "I left that in 'er mouth, my worship."

"You're all bound over to keep the peace," said Mr. Madden hastily. "My dear" (to Alice) "its worse than the March Hare. What a dreadful sight!"

"What does 'e mean—Keep the piece?" said the lady who'd lost her thumb to C.2 All. "What's the use of the piece to me, I'd like to know?"

"Keep it as a chimbley ornament," sneered the other. They were removed, still wrangling.

Then a woman complained that her husband had come home and hit her. He was "in drink; not absolutely intoxicated inside and outside." Again C.2 All was instructed to give a caution. "His tongue isn't fit for a dumb animal to sit and listen to," she added confidentially to that hard worked officer.

An application for four hundred and fifty-three summonses against income tax defaulters, and fifty-seven police summonses, "all motor cases, your worship," concluded the proceedings.

"How would you like to be a justice?" said Mr. Madden.

"I should like it very much," said Alice.

"I was asking for sympathy," said Mr. Madden, wiping away a tear. "But I'll tell Lord Lyon what you say. And serve you right if you do become a justice," he wound up, severely.

He softened again as they parted, and spoke pathetically of his dear, dead friend. "I'm dreadfully sad, my dear. Dreadfully sad. D-r-e-a-d-f-u-l-l-y sad. Good-bye. G-o-o-d b-y-e."

Mr. W. L. ALLEN, Assistant Solicitor to Stoke-on-Trent Corporation, has been appointed Deputy-Town Clerk of Oxford. Formerly in the service of Leek Urban District Council, Mr. Allen has been with the Stoke Corporation about two years.

SOLICITORS' BENEVOLENT ASSOCIATION.

The following is a list of donations to the "Cecil A. Coward" Fund established in 1928, referred to at the Annual Meeting of the Association, reported in THE SOLICITORS' JOURNAL of the 15th November, at p. 771.

		£	s.	d.
Sir CECIL A. COWARD	London	1,000	0	0
H. C. CLIFFORD-TURNER	,, ,,	1,000	0	0
ALFRED HOBSON TRUSTEES	Dawlish	1,000	0	0
Sir REGINALD POOLE	London	200	0	0
Messrs. SLAUGHTER and MAY	,,	200	0	0
H. W. MICHELMORE	Exeter	105	0	0
Sir ROBERT WELSFORD	London	103	0	0
Sir A. COPSON PEAKE	St. Albans	100	0	0
Sir NORMAN HILL, Bart.	Stockbridge	100	0	0
R. A. PINSENT	Birmingham	100	0	0
"ANONYMOUS"	London	100	0	0
,,	Leicester	100	0	0
H. G. BROWN	London	100	0	0
Miss V. E. WILLS (in memory of A. W. Page Bristol)	Haytor, Devon	100	0	0
CHARLES EDWARD BARRY	Bristol	55	5	0
M. A. TWEEDIE	London	52	10	0
BERNARD H. DRAKE	,,	52	10	0
ROYAL EXCHANGE ASSURANCE CORPORATION	,,	52	10	0
Miss MICHELMORE	,,	50	0	0
Messrs. OWSTON & CO.	Leicester	50	0	0
WALTER H. FOSTER	London	50	0	0
MAYNARD PAGE	Lincoln	42	0	0
Messrs. HARVEY CLARKE and ADAMS	Leicester	30	0	0
Messrs. GARRARD WOLFE and Co.	London	26	5	0
Messrs. GIBSON and WELDON	,,	26	5	0
H. G. MICHELMORE	Newton Abbot	26	5	0
EVAN BARLOW	Leicester	25	0	0
W. B. FREARSON	,,	25	0	0
FREER & CO.	,,	25	0	0
W. M. HOW	Shrewsbury	25	0	0
HERBERT SIMPSON SON and BENNETT	Leicester	25	0	0
G. HULME	,,	25	0	0
A. A. IRONSIDE	,,	25	0	0
Mrs. H. W. MICHELMORE	Topsham	25	0	0
SHARPE, PRITCHARD and Co.	London	25	0	0
STONE & CO.	Leicester	25	0	0
S. COZENS HARDY	Norwich	21	0	0
C. D. FROST	Leicester	21	0	0
TOLLER & CO.	,,	21	0	0
HARDING & BARNETT	,,	20	0	0
Sir C. H. MORTON	Liverpool	20	0	0
PARSONS SON and SKILLINGTON	Leicester	20	0	0
Messrs. BRAY & BRAY	,,	15	15	0
Messrs. SALISBURY and WOODHOUSE	,,	15	15	0
A. W. DREW	Ventnor	15	5	0
BEWES & DICKINSON	Plymouth	10	10	0
W. F. CUNLIFFE (the late)	London	10	10	0
DEVON & EXETER LAW ASSOCIATION	Exeter	10	10	0
G. FRANCIS DONNE	Brighton	10	10	0
FORD LLOYD & CO.	London	10	10	0
T. M. FRANCIS	Cambridge	10	10	0
E. B. KNIGHT	London	10	10	0
MARCHANT NEWINGTON AND CO.	,,	10	10	0
J. MASON	Newton Abbot	10	10	0
H. T. MICHELMORE	Exeter	10	10	0
W. G. MICHELMORE	,, ,,	10	10	0
C. T. K. ROBERTS	,, ,,	10	10	0
SHELLEY & JOHNS	Plymouth	10	10	0
Sir W. C. THORNE	Abingdon	10	10	0
S. H. & W. J. PILGRIM	Hinckley	10	10	0
WONTNER & SONS	London	10	10	0
H. R. WANSBOROUGH	Bristol	10	10	0
TILNEY BARTON	Bournemouth	10	10	0
E. E. BAKER	Weston	10	0	0
B. COZENS-HARDY	Norwich	10	0	0
C. E. CRANE	Coalville	10	0	0
W. CECIL HARRIS	Leicester	10	0	0
WILFRED MOSS & SON	Loughborough	10	0	0
C. MACKINTOSH	London	10	0	0
J. K. FERNS	Stockport	6	16	6
A. S. ATKINS	Hinckley	5	5	0
R. ARMSTRONG	Leeds	5	5	0
A. C. BORLASE	Brighton	5	5	0
CHURCH RENDELL BIRD AND CO.	London	5	5	0
F. A. CLOKE	Sandwich	5	5	0
DUNN & BAKER	Exeter	5	5	0
DAW & SON	,, ,,	5	5	0
T. J. DYSON	Huddersfield	5	5	0
E. G. B. FOWLER	Leicester	5	5	0
FRANCIS & BACK	Norwich	5	5	0
HAMILTON FULTON	Salisbury	5	5	0
D. T. GARRETT	London	5	5	0
HAND MORGAN & CO.	Stafford	5	5	0
A. C. JONAS	Salisbury	5	5	0
P. H. MICHELMORE	Sidmouth	5	5	0
MORGAN BRUCE AND NICHOLAS	Pontypridd	5	5	0
PARISH SMITH & RANDALL	Southampton	5	5	0
Sir ALEXANDER PENGILLY	Weymouth	5	5	0
Sir EDGAR PLUMMER	Exeter	5	5	0
RAYMOND & WILLIAMS	Wimborne	5	5	0
J. H. & H. F. RENNOLDSON	South Shields	5	5	0
H. H. SCOTT	Gloucester	5	5	0
SMITH & HUDSON	London	5	5	0
WALLER NEAL & CO.	,,	5	5	0
WILKINSON BOWEN & CO.	,,	5	5	0
BLACKPOOL FLEETWOOD & FYLDE LAW ASSOCIATION		5	0	0
BURGIS SLOAN WARE & SCAMMELL	Bristol	5	0	0
H. G. BUSH	,, ,,	5	0	0
P. A. CLAPHAM	Plymouth	5	0	0
J. C. DOMINY	Eastleigh	5	0	0
G. M. GRIFFITH	London	5	0	0
JOSIAH HINCKS	Leicester	5	0	0
McALPIN & HALKYARD	,,	5	0	0
WILLIAM POPE	Crediton	5	0	0
W. H. STONE & CO.	Exeter	4	4	0
BAILY & GOFF	Dartford	3	3	0
Major R. BULLIN	Portsmouth	3	3	0
CHANDLER, BOULTON & HENDERSON	London	3	3	0
W. F. CURTIS	Leicester	3	3	0
BASIL W. EDWARDS	,,	3	3	0
C. E. FABER	Stockton-on-Tees	3	3	0
C. GREGORY	London	3	3	0
E. STANLEY LLOYD	Ludlow	3	3	0
K. MOSSMAN	London	3	3	0
W. E. PRICE	Leicester	3	3	0
RAWLISON & BUTLER	Horsham	3	3	0
ROWE, WATTS & WOOD	Ilfracombe	3	3	0
TALBOT & PAINTER	Kidderminster	3	3	0
G. L. WEST	London	3	3	0
S. ANDREW	Exeter	2	2	0
N. H. ARNISON	Penrith	2	2	0
ARNISON & CO.	,, ,,	2	2	0
BLACKBURN & WALKER	Manchester	2	2	0
J. W. BOWKER	Whittlesey	2	2	0
H. CAMPION	Exeter	2	2	0
F. H. EDWARDS	Liverpool	2	2	0
FFOOKES & GRINLEY	Sherbourne	2	2	0
GOULD & STEPHENS	Exeter	2	2	0
HATWELL PRITCHETT & CO.	Birmingham	2	2	0
L. T. HELDER & ORMROD	Whitehaven	2	2	0
C. W. ALLAN HODGSON	,,	2	2	0
JESSOPP & GOUGH	Waltham Abbey	2	2	0
JONES & MIDDLETON	Chesterfield	2	2	0
JOTCHAM & SON	Wantage	2	2	0
H. LUPTON, REDDISH & CO.	Rugby	2	2	0
SYDNEY P. POPE	Exeter	2	2	0
S. ROYLE SHORE	Hindhead	2	2	0
RUSSELL & CO.	Malvern	2	2	0
P. E. RUSSELL	Weston	2	2	0
W. T. M. SNOW	Exeter	2	2	0
SPENCERS	Plymouth	2	2	0
GUY W. STANLEY	Cambridge	2	2	0
H. & A. SWINBOURNE	Gateshead	2	2	0
J. SYMES	Crediton	2	2	0
G. THATCHER & SON	London	2	2	0
A. C. THOMAS	Exeter	2	2	0
CHAS. S. TUCKEY	Harpenden	2	2	0
E. W. TURPIN	Nottingham	2	2	0
WATTS WOOLLCOMBE AND WATTS	Newton Abbot	2	2	0
G. & W. WEBB	London	2	2	0
W. WEBSTER	St. Helens	2	2	0
MRS. A. WOODS	Torquay	2	2	0
WOOLCOMBE & YONGE	Plymouth	2	2	0
C. J. WRAY	London	2	2	0
T. WYLIE KAYS	Blackpool	2	2	0
J. J. COCKSHOTT	Southport	2	0	0
C. H. JAMES	Plymouth	2	0	0
Miss PRANKERD	London	2	0	0
ASHLEY TEE & SONS	,, ,,	1	1	0
H. G. BAILEY	St. Leonards-on-Sea	1	1	0
W. H. BELL	Southampton	1	1	0
F. W. BOORMAN	Gravesend	1	1	0
F. STUART BOXALL	Yeovil	1	1	0
W. BRADLEY TRIMMER	Alton	1	1	0
H. LINFORD	Exmouth	1	1	0
H. C. BROWN	Okehampton	1	1	0
B. BUNKER & SON	Hove	1	1	0
E. L. BURGIN	London	1	1	0
G. A. CARPENTER & SON	Durham	1	1	0
Revd. Treas. J. F. CHANTER	Exmouth	1	1	0
G. CORNER	London	1	1	0
F. P. COTTEY	Exeter	1	1	0
S. CARLILE DAVIS	Plymouth	1	1	0
J. C. W. DAMANT	Cowes	1	1	0
I. V. DOWNING	Cardiff	1	1	0
G. H. DRURY	London	1	1	0
A. J. DUNNING	Honiton	1	1	0
G. B. EDWARDS	Liverpool	1	1	0
A. E. B. GLOYENS	Exeter	1	1	0
GOODWAY PARKER & CO.	Birmingham	1	1	0
W. A. GUEST & CO.	Bedford	1	1	0
E. GULLIFORD	Southampton	1	1	0
R. GWYNNE & SON	Wellington (Shropshire)	1	1	0
S. HILTON	Torquay	1	1	0
F. HOLMES	Worthing	1	1	0
Dr. WILFRID HOOPER	Redhill	1	1	0
J. H. THURSFIELD	Kidderminster	1	1	0
G. W. JACKSON	Exeter	1	1	0
N. J. LAKE	,, ,,	1	1	0
J. W. W. MATHEW	,, ,,	1	1	0
C. GORDON MACPHERSON	Hindhead	1	1	0
W. L. MELLERSH	Cheltenham	1	1	0
Mrs. E. MICHELMORE	Camberley	1	1	0
Miss P. MICHELMORE	,,	1	1	0
BRIAN S. MILLER	Exeter	1	1	0
JAS. MURPHY	Loughborough	1	1	0
T. OERTON, Junr.	Bideford	1	1	0
OLIVER RICHARDS AND PARKER	London	1	1	0
J. W. ORCHARD	Exeter	1	1	0
J. A. OGLETHORPE	Keswick	1	1	0
PAUL & KITCAT	Tetbury	1	1	0
J. I. PENGELLY	Exeter	1	1	0
N. J. RAMSBOTTOM	Lyme Regis	1	1	0
W. RACKWOOD COCKS	Exeter	1	1	0
J. L. ROGERS	Torquay	1	1	0
R. N. ROSKELL	London	1	1	0
T. B. ROWE	Exeter	1	1	0
A. A. RUSTON	Whitchurch-on-Thames	1	1	0
W. F. SAVAGE	Torquay	1	1	0
J. & J. SHARPLES	Blackburn	1	1	0
C. J. SHEPHERD	Exeter	1	1	0
SIMEY, ILIFF & LAING	Sunderland	1	1	0
SMITH FORD AND McFODYEAN	Weston-super-Mare	1	1	0
STONE & SYMONDS	Wirksworth	1	1	0
SUTCLIFFE & SUTCLIFFE	Bridlington	1	1	0
A. E. THOMPSON	Mirfield	1	1	0
THOMAS SON & MORRIS	Neath	1	1	0
TILNEY BARTON AND THOMPSON	Bournemouth	1	1	0
A. J. TUCKER	Exeter	1	1	0
TWEED & SON	Honiton	1	1	0
WALKER & TERRY	Belper	1	1	0
W. G. WELLER	Bromley	1	1	0
E. WILSON	Plymouth	1	1	0
A. G. VINEY	London	1	1	0
Miss WILLIAMSON	London	1	0	0
	Total	£5,873	10	6
THE MADDOC SIMPSON BEQUEST	Liverpool	10,000	0	0
	Grand Total	£15,873	10	6

ANNUAL SUBSCRIPTIONS.

		£	s.	d.
Sir NORMAN HILL, Bart.	Stockbridge	10	10	0
Sir R. M. WELSFORD	London	10	10	0
ROOPER & WHATELY	,,	3	3	0
LADY POOLE	,,	3	0	0
C. L. NORDEN	,,	2	2	9
A. C. BORLASE	Brighton	1	1	0
Sir WM. BULL, Bart.	London	1	1	0
LADY BULL	,,	1	1	0
E. E. BURGIN	,,	1	1	0
J. W. COCKS	Liverpool	1	1	0
Mrs. E. R. COOK	London	1	1	0
R. EPSOM	Lincoln	1	1	0
W. A. GILLETT	London	1	1	0
J. C. DOMINY	Eastleigh	1	1	0
J. N. FRANCKEISS	Portsmouth	1	1	0
H. HANKINSON	Northampton	1	1	0
A. J. HALWELL	Birmingham	1	1	0
A. M. INGLEDEW	Cardiff	1	1	0
G. R. KING	Portsmouth	1	1	0
J. A. LANGLEY	Lincoln	1	1	0
W. R. MOWLL	Dover	1	1	0
M. A. MASLEN	Bournemouth	1	1	0
W. C. PARKIN	Eastbourne	1	1	0
H. H. PAYNE	Portsmouth	1	1	0
G. A. C. PETTITT	Birmingham	1	1	0
N. M. PHILLIPS	Lincoln	1	1	0
H. B. PIPER	Worthing	1	1	0
L. L. PILKINGTON	Portsmouth	1	1	0
H. S. L. POLAK	London	1	1	0
L. C. J. ROOM	,,	1	1	0
H. WHITE	Winchester	1	1	0
G. A. WALLER	Southampton	1	1	0
W. M. WHITE	Northwood	1	1	0
W. TOWNEND	Wakefield	1	1	0
H. A. THEW	Liverpool	1	1	0
H. G. SMITH	,,	1	1	0
		£61	16	0

Legal Notes and News.

Professional Partnerships Dissolved.

JOHN THOMAS RICHARDS, WILLIAM GIRALDUS EVANS and LILIAN MARGERY RICHARDS, solicitors, 6, High-street, Cardiff (J. T. Richards & Co.), dissolved by mutual consent as from 31st May, 1930, so far as regards W. G. Evans, who retired from the firm. J. T. Richards and L. M. Richards will continue to carry on the business at the same address and under the same name and style.

EDWARD HARROW RYDE, FRANCIS GEORGE JOSEPH, The Honourable EDWARD GRANVILLE ELIOT, AUBYN JACK MARGARY, ARNOLD FRANCIS STEELE and FRANCIS ROBERT NOTT, solicitors, 165, Fenchurch Street, and 15, Russell-square, London (Tamplin, Joseph Ponsonby Ryde and Flux), dissolved by mutual consent as from 26th July, 1930, so far as concerned E. H. Ryde, who retired from the firm. The business is being continued by the remaining partners under the same style.

GEORGE HENRY CHARSLEY and EDWARD LIONEL REYNOLDS, 11, Mackenzie-street, Slough, in the County of Buckingham, solicitors (Charsley & Reynolds), dissolved by mutual consent as from 29th September, 1930. E. L. Reynolds will continue to carry on the business at the same address.

NEW HEALTH INSURANCE ACT.

EXTENSION OF INSURANCE OF UNEMPLOYED PERSONS.

The National Health Insurance (Prolongation of Insurance) Act, 1930, which received the Royal Assent on the 19th December, provides that persons who have been unable to get work for two or more years and would otherwise cease to be insured persons and lose their rights to health insurance benefits and contributory pensions at the end of this year, will, if genuinely unable to obtain employment, have their period of insurance extended until the end of 1931.

In order to enable approved societies to bear the additional cost of giving health insurance benefits to these persons, they are to receive a credit from the Exchequer at the rate of thirty-six contributions for each member who is maintained in benefit as a result of the Act.

THE HOSPITAL FOR SICK CHILDREN.

The Board of Management of the Hospital for Sick Children, Great Ormond-street, faced with the fact that the buildings (which are over sixty years old) and the equipment are a serious handicap to the work of their medical staff, have decided, with the approval of the President, H.R.H. The Prince of Wales, to reconstruct the hospital.

This Institution has a wonderful record. It was the pioneer Children's Hospital in the Empire, and during its seventy-nine years of life has been the means of restoring over a million and a half children to health and happiness. To-day it stands in the front rank in its work for the cure and comfort of sick children and the training of doctors, surgeons and nurses in the treatment of children's diseases. The proposed reconstruction scheme will give London an up-to-date children's hospital that will enable its doctors more successfully to fight for the children against the ravages of disease.

It will be of interest to our readers to learn that law is well and ably represented on the Board of Management. Its Chairman is Lord Macmillan; Lord Warrington of Clyffe is one of the Vice-Chairmen and Mr. Justice Clauson, Sir John Coode-Adams and Sir Oswald Simpkin are members of the Board.

JUDGE'S CRITICISM OF L.C.C.

Judge Drucquer strongly condemned the attitude of the London County Council in a tenancy case at Greenwich County Court recently, says *The Times*, when an application was made for an order to evict a tenant on their estate at Downham, S.E. A representative of the Council said that the tenant was four weeks in arrears when the notice to quit was served, and he now owed £5 12s. 6d. In answer to the judge's question, "How much must this man pay to be allowed to stay on?" it was stated that if he paid the whole of the arrears and the costs he could remain. After hearing that the man was out of work, the judge said that the L.C.C.'s attitude was "absurd." If an ordinary landlord made such a demand he would be shouted down in Parliament, yet the L.C.C. wanted to turn out an honest working man just because he could not pay £5 12s. 6d. down. He added: "I should like to have an explanation from the London County Council, for no private landlord would act in this way. I want this case presented by a solicitor, and I will adjourn it *sine die* in order that this can be done."

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May 1930) 3%. Next London Stock Exchange Settlement Thursday, 8th January, 1931.

	Middle Price 19 Dec. 1930.	Flat Interest Yield.	Approximate Yield with redemption
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	92	4 7 0	—
Consols 2½%	57¼	4 7 4	—
War Loan 5% 1929-47	103	4 17 1	—
War Loan 4½% 1925-45	101	4 9 1	4 8 0
War Loan 4% (Tax free) 1929-42	101	3 19 3	3 18 0
Funding 4% Loan 1960-90	94	4 5 1	4 5 6
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	96½	4 2 11	4 4 0
Conversion 5% Loan 1944-64	105⅝	4 14 7	4 13 3
Conversion 4½% Loan 1961	101¼	4 8 11	4 8 0
Conversion 3½% Loan 1961	80¾	4 6 8	—
Local Loans 3% Stock 1912 or after	67½	4 8 11	—
Bank Stock	266½	4 10 1	—
India 4½% 1950-55	87	5 3 6	5 8 9
India 3½%	63	5 11 1	—
India 3%	53	5 13 2	—
Sudan 4½% 1939-73	100	4 10 0	4 10 0
Sudan 4% 1974	90	4 8 11	4 10 6
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	84½	3 11 0	4 1 0
Colonial Securities.			
Canada 3% 1938	91	3 5 11	4 8 6
Cape of Good Hope 4% 1916-36	97	4 2 6	4 11 6
Cape of Good Hope 3½% 1929-49	86	4 1 5	4 12 9
Ceylon 5% 1960-70	103	4 17 1	4 16 6
Commonwealth of Australia 5% 1945-75	80½	6 4 3	6 7 0
Gold Coast 4½% 1956	98	4 11 10	4 12 6
Jamaica 4½% 1941-71	98	4 11 10	4 12 0
Natal 4% 1937	97	4 2 6	4 11 9
New South Wales 4½% 1935-1945	70½	6 7 8	7 15 0
New South Wales 5% 1945-65	76½	6 10 9	6 15 3
New Zealand 4½% 1945	98	4 11 5	4 14 0
New Zealand 5% 1946	102	4 18 0	4 16 6
Nigeria 5% 1950-60	105	4 15 3	4 13 9
Queensland 5% 1940-60	76½	6 10 9	6 17 0
South Africa 5% 1945-75	102	4 18 0	4 17 6
South Australia 5% 1945-75	79½	6 5 9	6 8 4
Tasmania 5% 1945-75	84½	5 18 4	6 0 0
Victoria 5% 1945-75	79½	6 5 9	6 8 4
West Australia 5% 1945-75	80½	6 4 3	6 6 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	66	4 10 11	—
Birmingham 5% 1946-56	105	4 15 3	4 13 6
Cardiff 5% 1945-65	102	4 18 0	4 17 6
Croydon 3% 1940-60	75	4 2 2	4 11 0
Hastings 5% 1947-67	105	4 15 3	4 14 3
Hull 3½% 1925-55	83	4 4 4	4 13 6
Liverpool 3½% Redeemable by agreement with holders or by purchase	78	4 13 4	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	57	4 7 9	—
London City 3% Consolidated Stock after 1920 at option of Corporation	68	4 8 3	—
Metropolitan Water Board 3% "A" 1963-2003	69	4 6 11	—
Metropolitan Water Board 3% "B" 1934-2003	70	4 5 9	—
Middlesex C.C. 3½% 1927-47	87	4 0 6	4 12 6
Newcastle 3½% Irredeemable	75	4 13 4	—
Nottingham 3% Irredeemable	66	4 10 11	—
Stockton 5% 1946-66	104	4 16 2	4 15 3
Wolverhampton 5% 1946-56	104	4 16 2	4 14 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	85	4 14 2	—
Gt. Western Railway 5% Rent Charge	102	4 18 0	—
Gt. Western Rly. 5% Preference	95½	5 4 9	—
L. & N.E. Rly. 4% Debenture	76¼xd	5 4 7	—
L. & N.E. Rly. 4% 1st Guaranteed	74½	5 7 5	—
L. & N.E. Rly. 4% 1st Preference	55½	7 4 2	—
L. Mid. & Scot. Rly. 4% Debenture	80¼xd	4 19 5	—
L. Mid. & Scot. Rly. 4% Guaranteed	78	5 2 7	—
L. Mid. & Scot. Rly. 4% Preference	62	6 9 1	—
Southern Railway 4% Debenture	83xd	4 16 5	—
Southern Railway 5% Guaranteed	101	4 19 0	—
Southern Railway 5% Preference	92	5 8 8	—